

03/30/2006 15:12 FAX 925 335 1866

CONTRA COSTA CTY COUNSEL

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6 Attorneys for Defendants  
7 CONTRA COSTA COUNTY and  
KEITH RICHTER  
8

9 UNITED STATES DISTRICT COURT  
10 NORTHERN DISTRICT OF CALIFORNIA  
11

12  
13 CLARK WALKER,  
14 Plaintiff,

15 v.

16 CONTRA COSTA COUNTY and  
KEITH RICHTER,  
17 Defendants.

18 CLARK WALKER,  
19 Plaintiff,

20 v.

21 CONTRA COSTA COUNTY; KEITH  
RICHTER and RICHARD GRACE,  
22 Defendants.  
23

C 03 3723 TEH  
(CONSOLIDATED CASES)

C 03 3723 TEH

C 05 2800 TEH

STIPULATED PROTECTIVE ORDER FOR  
PERSONAL FINANCIAL INFORMATION

24  
25 Plaintiff CLARK WALKER and Defendants CONTRA COSTA COUNTY, KEITH  
26 RICHTER ("RICHTER") and RICHARD GRACE ("GRACE"), by and through their  
27 respective counsel, agree and stipulate as follows:  
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1 1. Plaintiff's counsel shall be provided four copies of confidential financial information  
2 of defendants RICHTER and GRACE produced to plaintiff in response to document requests.  
3 Plaintiff shall make no other copies absent stipulation or court order. The copies shall be  
4 marked with a stamp referring to this order, and shall be provided to plaintiff within ten days of  
5 the date the order is entered by the court.

6 2. Access to all confidential financial information and all authorized copies thereof shall  
7 be strictly limited to counsel for Plaintiff subject to this order, and counsel's staff and any  
8 retained expert or consultant. Plaintiff may not see the documents or be given the information  
9 therein. The confidential financial information may only be used in this action, and for no other  
10 purpose.

11 3. Before any access to or disclosure of the confidential financial information requested  
12 to any retained expert or consultant is allowed, that person shall be provided with a copy of a  
13 Confidentiality Agreement and shall execute a written acknowledgment that the person  
14 received, read and understands the terms of the Confidentiality Agreement, agrees to be bound  
15 by its terms, and agrees to submit to the personal jurisdiction of the court. A copy of the  
16 Confidentiality Agreement is attached as Exhibit A.

17 4. Without written permission of the Defendants or a court order secured pursuant to the  
18 rules of this court, Plaintiff's counsel shall not file the confidential financial information in the  
19 public record in this action. Exhibits including confidential financial information sought to be  
20 used in pretrial motions shall be submitted to the Court under seal under the procedure provided  
21 by Local Rule 79.5.

22 5. At least 30 days before the pretrial conference, the parties shall meet and confer to  
23 discuss the manner of presenting confidential financial information to the Court at time of trial  
24 and the parties' positions shall be presented to Judge Henderson for decision as to how these  
25 documents should be handled at trial as part of the Pretrial Conference Statement indicating  
26 what is agreed to and what is in dispute. Confidential financial information shall be listed by  
27 date, bates number, author and recipient and identified as documents subject to this Protective  
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1 Order in the list of exhibits to be provided by the parties to the Court with the Pretrial  
2 Statement.

3  
4 6. Unless otherwise ordered by the Court or agreed to in writing by the Defendants,  
5 within sixty (60) days after the final termination of this action, Plaintiff's counsel must return  
6 all confidential financial information to defendants' counsel. As used in this subdivision,  
7 confidential financial information includes all copies, abstracts, compilations, summaries or  
8 other form of reproducing or capturing any of the confidential financial information, with the  
9 exception of counsel's attorney work product. With permission in writing from defendants'  
10 counsel, Plaintiff's counsel may destroy some or all of the confidential financial information  
11 instead of returning it. Whether the confidential financial information is returned or destroyed,  
12 Plaintiff's counsel must submit a written certification to defendants' counsel within the above  
13 sixty (60) day deadline. The certification shall identify by category all the confidential financial  
14 information that was returned or destroyed and that affirms that the Plaintiff's counsel has not  
15 retained any copies, abstracts, compilations, summaries or other form of reproducing or  
16 capturing any of the confidential financial information. Notwithstanding this provision,  
17 counsel are entitled to retain an archival copy of all pleadings, motion papers, legal memoranda,  
18 correspondence or attorney work product, even if such materials contain confidential financial  
19 information. Any such archival copies that contain or constitute confidential financial  
20 information remain subject to this protective order and any modifications thereof until  
21 otherwise directed by the Court on noticed motion or agreed to in writing by Defendants  
22 Richter and Grace.

23 7. Plaintiff's counsel may arrange to return the confidential financial information by  
24 writing to defendants' counsel who will make arrangements for the returned documents to be  
25 picked up by a County representative and the County will arrange for the destruction of said  
26 documents.

27 8. Nothing in this stipulation abridges the right of any person to seek modification by  
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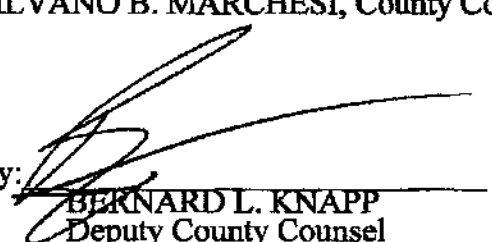
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the Court in the future. A request for modification of this Protective Order may be made by any party upon written notice to the opposing party.

9. A violation of this order may be punishable as a contempt of court.

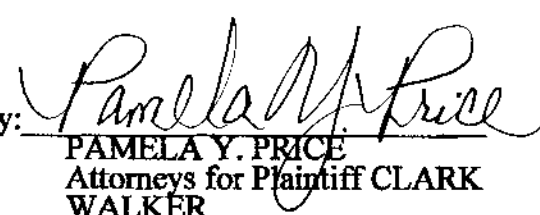
DATED: March 30, 2006

SILVANO B. MARCHESI, County Counsel

By:   
BERNARD L. KNAPP  
Deputy County Counsel  
Attorneys for Defendants  
CONTRA COSTA COUNTY and  
KEITH RICHTER

DATED: <sup>Aug. 16</sup> ~~March 30~~, 2006

PRICE AND ASSOCIATES

By:   
PAMELA Y. PRICE  
Attorneys for Plaintiff CLARK  
WALKER

ORDER

Pursuant to the foregoing Stipulation of the parties, and good cause appearing therefore, IT IS SO ORDERED.

DATED: 08/17/06



~~CLERK JAMES LARSON~~  
UNITED STATES DISTRICT COURT

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CONTRA COSTA CTY COUNSEL

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EXHIBIT A  
CONFIDENTIALITY AGREEMENT

I, \_\_\_\_\_, have read and understood the attached copy of the  
Stipulated Protective Order("Order"), filed on \_\_\_\_\_, 2006. I agree to be bound by  
its terms and to submit to the jurisdiction of the United States District Court for the Northern  
District of California. I understand that if I violate the Order, I may be held in contempt of  
court and subjected to sanctions.

DATED: \_\_\_\_\_  
(Signature) \_\_\_\_\_